

**United States Bankruptcy Court
Central District of California
San Fernando Valley
Victoria Kaufman, Presiding
Courtroom 301 Calendar**

Tuesday, September 12, 2023

Hearing Room 301

9:30 AM

1:

Chapter

#0.00 PLEASE BE ADVISED THAT THE CHAPTER 13 CONFIRMATION CALENDAR
CAN BE VIEWED ON THE COURT'S WEBSITE UNDER:
JUDGES >KAUFMAN,V. >CHAPTER 13 > CHAPTER 13 CALENDAR
(WWW.CACB.USCOURTS.GOV)

Docket 0

Tentative Ruling:

- NONE LISTED -

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#0.00 Unless other arrangements have been made in advance with the Court, all appearances for this calendar will be via Zoom and not via Court Call. [See Judge Kaufman's posted procedures titled "phone/video appearances" on the Court's webpage.]
All parties participating in these hearings may connect from the zoom link listed below. This service is free of charge. You may participate using a computer or telephone.

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Docket 0

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1:17-13313 Pedro Mejia Lopez

Chapter 13

#36.00 Trustee Motion to Dismiss Chapter 13 Case due to Material Default of the Plan Pursuant to §1307(c)(6) Failure to Submit all Tax Returns and/or Refunds

Docket 116

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Pedro Mejia Lopez

Represented By
Donald E Iwuchuku

Movant(s):

Elizabeth (SV) F Rojas (TR)

Pro Se

Trustee(s):

Elizabeth (SV) F Rojas (TR)

Pro Se

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1:18-11449 Ronald Glen Hooker and Sheryl Marie Hooker

Chapter 13

#37.00 Trustee Motion to Dismiss Chapter 13 Case due to Material Default
of the Plan Pursuant to §1307(c)(6) Failure to Submit all Tax Returns
and/or Tax Refunds

Docket 55

***** VACATED *** REASON: Withdrawal of motion filed 9/6/23 [Dkt. 61]**

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Ronald Glen Hooker

Represented By
Sundee M Teeple
Craig K Streed

Joint Debtor(s):

Sheryl Marie Hooker

Represented By
Sundee M Teeple
Craig K Streed

Movant(s):

Elizabeth (SV) F Rojas (TR)

Pro Se

Trustee(s):

Elizabeth (SV) F Rojas (TR)

Pro Se

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1:18-11995 Hans Adiatar Oliver

Chapter 13

#38.00 Trustee Motion to Dismiss Chapter 13 Case due to Material Default of the Plan Pursuan to §1307(c)(6) Failure to Submit all Tax Returns and/or Tax Refunds

Docket 111

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Hans Adiatar Oliver

Represented By
Kevin T Simon

Trustee(s):

Elizabeth (SV) F Rojas (TR)

Pro Se

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1:18-12840 Afreen Ahmed

Chapter 13

#39.00 Trustee's Motion to Dismiss Case Trustee Motion to Dismiss Chapter 13
Case due to Material Default: Failure to Submit all Tax Returns and/or Refunds

Docket 95

***** VACATED *** REASON: Withdrawal of motion filed 8/9/23. [Dkt. 99]**

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Afreen Ahmed

Represented By
Kevin T Simon

Trustee(s):

Elizabeth (SV) F Rojas (TR)

Pro Se

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1:19-12961 Andre Robert Janian

Chapter 13

#40.00 Trustee's Motion to Dismiss Case for Failure to Make Plan Payments

fr. 7/11/23

Docket 64

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Andre Robert Janian

Represented By
Devin Sawdayi

Trustee(s):

Elizabeth (SV) F Rojas (TR)

Pro Se

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1:19-12971 Orion Joseph Maldonado, Jr.

Chapter 13

#41.00 Trustee's Motion to Dismiss Case for Failure to Make Plan Payments

Docket 39

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Orion Joseph Maldonado Jr.

Represented By
Steven A Alpert

Movant(s):

Elizabeth (SV) F Rojas (TR)

Pro Se

Trustee(s):

Elizabeth (SV) F Rojas (TR)

Pro Se

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1:20-10173 Sally Beltran

Chapter 13

#42.00 Trustee's Motion to Dismiss Case for Failure to Make Plan Payments

fr. 8/15/23

Docket 127

***** VACATED *** REASON: Motion withdrawn 8/31/23**

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Sally Beltran

Represented By

Rabin J. Pournazarian

Trustee(s):

Elizabeth (SV) F Rojas (TR)

Pro Se

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1:20-11501 Gorden Eugene Campbell, Jr.

Chapter 13

#43.00 Trustee's Motion to Dismiss Case for Failure to Make Plan Payments

Docket 90

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Gorden Eugene Campbell Jr.

Represented By
Jeffrey J Hagen

Trustee(s):

Elizabeth (SV) F Rojas (TR)

Pro Se

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1:20-11616 Martin Cohn

Chapter 13

#44.00 Trustee's Motion to Dismiss Case for Failure to Make Plan Payments

fr. 8/15/23

Docket 113

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Martin Cohn

Represented By
Nathan A Berneman

Trustee(s):

Elizabeth (SV) F Rojas (TR)

Pro Se

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1:21-11971 Farooq Humayun Akhtar

Chapter 13

#45.00 Trustee's Motion to dismiss case for failure to make plan payments

fr. 3/14/23; 5/9/23; 7/11/23

Docket 68

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Farooq Humayun Akhtar

Represented By
Kevin T Simon

Trustee(s):

Elizabeth (SV) F Rojas (TR)

Pro Se

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1:22-10898 Mario Rene Tejada

Chapter 13

#46.00 Trustee's Motion to Dismiss Case for Failure to Make Plan Payments

fr. 7/11/23

Docket 62

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Mario Rene Tejada

Represented By
Nathan A Berneman

Trustee(s):

Elizabeth (SV) F Rojas (TR)

Pro Se

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1:22-10970 George Bradley Weida

Chapter 13

#47.00 Trustee's Motion to Dismiss Case for Failure to Make Plan Payments

Docket 42

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

George Bradley Weida

Represented By

Matthew D. Resnik

Roksana D. Moradi-Brovia

Trustee(s):

Elizabeth (SV) F Rojas (TR)

Pro Se

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1:22-11221 Oscar Jose Robles and Christine Marie Robles

Chapter 13

#48.00 Trustee's Motion to Dismiss Case for Failure to Make Plan Payments

fr. 8/15/23

Docket 57

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Oscar Jose Robles

Represented By
Raj T Wadhwani

Joint Debtor(s):

Christine Marie Robles

Represented By
Raj T Wadhwani

Trustee(s):

Elizabeth (SV) F Rojas (TR)

Pro Se

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1:23-10148 Asmik Lalafarian

Chapter 13

#49.00 Trustee Motion for Order Dismissing Chapter 13 Proceeding
due to Infeasibility of Plan

fr. 7/11/23

Docket 30

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Asmik Lalafarian

Represented By
Rosie Barmakszian

Trustee(s):

Elizabeth (SV) F Rojas (TR)

Pro Se

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1:20-11616 Martin Cohn

Chapter 13

#50.00 Motion under Local Bankruptcy Rule 3015-1 (n) and (w) to
modify plan or suspend plan payments

Docket 118

Tentative Ruling:

On October 7, 2021, the Court entered an order confirming the debtor's chapter 13 plan (the "Order") [doc. 61]. Pursuant to the Order, the debtor is to pay \$413.00 per month for 36 months. The plan is a 100% plan.

On July 28, 2023, the debtor filed a motion to modify his chapter 13 plan (the "Motion") [doc. 118]. In the Motion, the debtor proposes the following modifications: (1) suspend one plan payment and extend the term by one month because he missed one plan payment during the three year plan term; and (2) reduce the percentage paid to unsecured creditors from 100% to 26%.

On August 9, 2023, the chapter 13 trustee filed a response to the Motion [doc. 120]. In the response, the trustee indicates approval of the Motion upon certain conditions, including that: (1) the debtor remains in the plan for 60 months based on a commitment period of five years; and (2) the percentage to the unsecured creditors be reduced to a minimum of 25% and increased to a percentage that can be paid if funds are available. Subsequently, the debtor filed a notice of hearing on the chapter 13 trustee's response to the Motion [doc. 123], setting a hearing for September 12, 2023 at 11:00 a.m.

Here, the confirmed chapter 13 plan (the "Plan") [doc. 15] provides that the debtor must pay at least \$14,506.80 to holders of allowed nonpriority unsecured claims. This amount represents the liquidation value of the estate in a hypothetical chapter 7 case under 11 U.S.C. § 1325(a)(4). *See* the Plan, p. 3.

On July 14, 2023, the chapter 13 trustee filed a periodic accounting report [doc. 115]. According to the periodic accounting report, **as of July 13, 2023**, the creditors have been paid a total of \$4,932.00 under the Plan.

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Will the modified chapter 13 plan satisfy 11 U.S.C. § 1325(a)(4)?

If so, based on the debtor's filed *Chapter 13 Statement of Your Current Monthly Income and Calculation of Commitment Period* [doc. 1], the modified chapter 13 plan is not required to have a 5-year commitment period.

Party Information

Debtor(s):

Martin Cohn

Represented By
Nathan A Berneman

Movant(s):

Martin Cohn

Represented By
Nathan A Berneman

Trustee(s):

Elizabeth (SV) F Rojas (TR)

Pro Se

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1:23-10289 Richard Barrett

Chapter 13

#51.00 Debtor's Objection to Claim Filed by Gulf Harbour Investments Corporation c/o: Specialized Loan Servicing LLC

fr. 7/11/23

Docket 44

Tentative Ruling:

For the reasons set forth below, the Court will deny the motion and the objection regarding the secured claim at issue.

I. BACKGROUND

A. The Lease

On October 30, 2001, Richard Barrett (the "Debtor") entered into a lease agreement with Malibou Lake Mountain Club LTD ("Malibou Lake Club") regarding the Debtor's primary residence located at 28927 Cove Place, Agoura Hills, CA 91301 (the "Property"). The lease for the Property (the "Lease") provides in part, as follows:

Recitals

This lease is entered into with respect to the following facts:

1. Lessor is the owner of real property surrounding Malibou Lake.
2. Lessee is currently the holder of a license pursuant to the bylaws and rules of the Lessor.
3. The sole and exclusive purpose of this lease is to convert Lessee's license in to a recordable interest in real property.

...

Promises

For valuable consideration Lessor and Lessee agree as follows:

1. Lessor does hereby lease to Lessee the following described premises: 28927 Cove Place, Agoura, California 91301.
2. The term of this Lease shall be for a period of 31 (Thirty-one)

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Years with an option for an additional 6 (six) Years, or until the full payment of any loans secured by this Lease.

...

4. Lessees hereby covenants and agrees to pay to Lessor as rent for the leased premises \$1.00 per year, which shall be payable on the first day of January of each years [sic].

...

7. If Lessee's interest in the Lease terminates by any reason of Lessee's default of the terms of this Lease, or any default to a lender that has made a loan using the Lease as security, then Lessee's interest in any licensee membership issued by Lessor also [sic] shall also terminate. Should any lender that has made a loan using the Lease as security obtain possession of the leased premises after default by the Lessee, the lender shall be entitle [sic] to place a caretaker on the premises. The lender shall pay to Lessor all dues and charges payable under Lessor's bylaws and shall pay all taxes and assessments that are billed separately to the leased premises. At such time as the lender shall transfer any interest in the Lease to a third party, the lender shall pay to the Lessor any fee required by Lessor's bylaws with regard to the Transfer or re-issuance of licensees.

...

Exhibit A to the Declaration of Richard Barrett ("Barrett Decl."), submitted with the *Motion for an Order to Rescind and Remove the Lien Held by Gulf Harbour Investments Corporation c/o Specialized Loan Servicing LLC from Title on Debtor's Property* [doc. 35]. The Debtor contends that he breached the Lease in 2021 and that the Lease was terminated as of January 6, 2022. Barrett Decl., para. 7 and Exhibit E thereto.

B. Liens Against the Property

In October 2006, the Debtor executed a promissory note in the principal amount of \$897,000 in favor of PHH Mortgage Corporation ("PHH"). To secure this promissory note, PHH had a deed of trust recorded against the Property. Debtor represents that this deed of trust was recorded in November 2006. According to the proof of claim filed by PHH, the amount of its secured claim, as of March 9, 2023, is \$846,718.12.

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Barrett Decl., para. 4 and Exhibit B thereto.

The Debtor also executed a promissory note for a \$330,000 credit line from National City Bank (the "NCB Note"). The NCB Note is secured by a deed of trust against the Property, which deed of trust was recorded on December 29, 2006. Debtor represents that the current holder of the NCB Note, and the beneficiary of the related deed of trust, is Gulf Harbour Investments Corporation ("Gulf Harbour") and its loan servicer is Specialized Loan Servicing LLC ("SLS"). Barrett Decl., para. 5 and Exhibit C thereto. According to the proof of claim filed by SLS, the amount of Gulf Harbour's secured claim, as of March 9, 2023, is \$375,938.89 (the "Gulf Harbour Secured Claim").

C. The Debtor's Chapter 13 Case

On March 9, 2023, the Debtor filed a chapter 13 petition. In his chapter 13 petition, the Debtor represents that he resides in the Property. In his schedule A/B [doc. 16] and in his amended schedule D [doc. 33], the Debtor states that the value of the Property is \$890,000.

On July 7, 2023, the Debtor filed a second amended chapter 13 plan (the "Second Amended Plan") [doc. 55]. In the Second Amended Plan, the Debtor provides for monthly payments to be made regarding the secured claim of PHH; the Second Amended Plan does not provide for payments to be made regarding the Gulf Harbour Secured Claim.

D. Prepetition Activity Concerning the Gulf Harbour Secured Claim

Years ago, in October 2011, the Debtor had filed a chapter 11 petition, commencing Case No. 1:11-bk-22005. The Debtor's chapter 11 case was converted to a case under chapter 7; on October 28, 2013, the Debtor received a discharge in his chapter 7 case.

On December 13, 2022, SLS had recorded a notice of default and election to sell under the deed of trust which secures the NCB Note, which was assigned to Gulf Harbour. Exhibit F to Barrett Decl. In response to this notice of default, the Debtor allegedly sent a letter to SLS, asserting that his debt under the NCB Note had been discharged in his chapter 7 case. The Debtor's letter refers to a letter dated October

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15, 2021, allegedly sent from SLS to the Debtor, which letter states:

We understand the account was included in a chapter 7 bankruptcy that was discharged on October 28, 2013. SLS is obligated under federal bankruptcy law to comply with the requirements of the mandatory discharge injunction. Accordingly, the information contained in this letter is for informational purposes and is not an attempt to collect a debt or impose personal liability with respect to any portion of the debt that may be discharged. For your information, the account is currently due for the November 28, 2019 contractual payment and each payment that comes due thereafter.

Barrett Decl., para. 7 and Exhibits G and H thereto.

E. The Debtor's Motion Concerning the Gulf Harbour Secured Claim

On June 12, 2023, the Debtor filed a *Motion for an Order to Rescind and Remove the Lien Held by Gulf Harbour Investments Corporation c/o Specialized Loan Servicing LLC from Title on Debtor's Property* (the "Motion") [doc. 35]. The Debtor contends that, because the Lease was terminated, the junior deed of trust against the Property, which secures the Gulf Harbour Claim, is ineffective.

Attached as Exhibit E to the Debtor's declaration are alleged letters dated August 12, 2021 and January 6, 2022, from attorneys for Malibou Lake Club to the Debtor and to various entities, including Deutsche Bank National Trust Company, Ocwen Loan Servicing, LLC and Western Progressive, LLC, concerning the Debtor's defaults under the Lease and the termination of the Lease. Neither of these letters identify National City Bank, Gulf Harbour or SLS as addressees.

In addition, based on a broker's price opinion dated May 31, 2023 [Exhibit I to Barrett Decl.], the Debtor argues that the fair market value of the Property is \$850,000. Because of the Debtor's defaults under the Lease, and the senior lien against the Property which secures the PHH Claim, the Debtor contends that there is no equity in the Property to secure the Gulf Harbour Claim.

On June 27, 2022, SLS filed a response to the Motion [doc. 51]. In the response, SLS requested a continuance so that it may obtain an appraisal of the Property and

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additional information regarding the status of the Lease. The Court continued the hearing to allow SLS to file a supplemental response. As of September 5, 2023, SLS has not filed a supplemental response.

F. The Debtor's Objection to the Gulf Harbour Secured Claim

On June 12, 2023, the Debtor filed an objection to the Gulf Harbour Secured Claim ("Objection") [doc. 44]. First, the Debtor contends that this debt was discharged in his chapter 7 case. Second, the Debtor argues that the fair market value of the Property is less than the amount owed to PHH regarding its senior lien against the Property. As a result, according to the Debtor, the lien securing the NCB Note may be "removed," and any unsecured claim arising from the NCB Note should be disallowed.

On June 27, 2023, SLS filed an opposition to the Objection, arguing that the Debtor has not rebutted the presumption of the validity of the proof of claim filed by SLS [doc. 50]. As stated in its opposition: "Even if Debtor does not have a fee simple interest in the land on which the Property is situated, Debtor could and did encumber the interest he did have, which is a [thirty-one] 31 year leasehold. According to a title report dated January 27, 2022, there is no indication of Lessor's activity on the property."

On August 29, 2023, SLS filed a supplemental opposition to the Objection [doc. 61]. Based on an updated title report for the Property, with a "certification date" of June 16, 2023, SLS asserts that Malibou Lake Club, as the lessor under the Lease, has not recorded or otherwise filed anything to terminate the lien against the Property which secures the Gulf Harbour Secured Claim. Exhibit A to Supplemental Opposition [doc. 61]. Moreover, SLS contends that Malibou Lake Club failed to serve notice of the termination of the Lease on SLS. Consequently, SLS "had no opportunity to possibly cure the default or institute foreclosure proceedings at the time of the default and termination." Supplemental Opposition, p. 2 [doc. 51].

II. DISCUSSION

A. The Motion to "Rescind and Remove" the Lien Securing the Gulf Harbour Secured Claim

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11 U.S.C. § 506(a)(1) and (d) provides:

(a)(1) An allowed claim of a creditor secured by a lien on property *in which the estate has an interest*, or that is subject to setoff under section 553 of this title, is a secured claim to the extent of the value of such creditor's interest in the estate's interest in such property, or to the extent of the amount subject to setoff, as the case may be, and is an unsecured claim to the extent that the value of such creditor's interest or the amount so subject to setoff is less than the amount of such allowed claim. Such value shall be determined in light of the purpose of the valuation and of the proposed disposition or use of such property, and in conjunction with any hearing on such disposition or use on a plan affecting such creditor's interest.

(d) To the extent that a lien secures a claim against the debtor that is not an allowed secured claim, such lien is void, unless-

(1) such claim was disallowed only under section 502(b)(5) or 502(e) of this title; or

(2) such claim is not an allowed secured claim due only to the failure of any entity to file a proof of such claim under section 501 of this title.

11 U.S.C. § 506(a)(1) and (d) (emphasis added).

11 U.S.C. § 1322(b)(2) provides:

(b) Subject to subsections (a) and (c) of this section, the plan may –

(2) modify the rights of holders of secured claims, other than a claim secured only by a security interest in real property that is the debtor's principal residence, or of holders of unsecured claims, or leave unaffected the rights of holders of any class of claims.

"In a chapter 13, generally speaking, claims secured by a security interest in a debtor's principal residence may not be modified... However, despite § 1322(b)(2), such a lien may be "stripped off" and avoided under § 506(d) if the bankruptcy court determined under § 506(a) that there is no value in the residence to secure the claim and that the

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creditor's claim is rendered wholly unsecured." *In re Chagolla*, 544 B.R. 676, 683 (9th Cir. BAP 2016) (citing *In re Zimmer*, 313 F.3d 1220, 1222-23 (9th Cir. 2002). "[I]f the claim is determined to be wholly unsecured, the rights of the creditor holding only an unsecured claim may be modified under § 1322(b)(2), and the creditor's lien may be avoided, notwithstanding the antimodification protection provided for in § 1322(b)(2)." *In re Boukatch*, 533 B.R. 292, 296 (9th Cir. BAP 2015) (quotation marks omitted).

Here, the Debtor contends that his leasehold interest in the Property was terminated prepetition. Although the Debtor may continue to reside in the Property, pursuant to 11 U.S.C. § 506, if his leasehold interest has been terminated, the Debtor does not have a sufficient interest in the Property to avoid the lien securing the Gulf Harbour Secured Claim.

In addition, the evidence of the Property's fair market value, provided by the Debtor, is insufficient to support a valuation of \$850,000. First, the broker's price opinion, attached as Exhibit I to the Barrett Decl., is not accompanied by a declaration signed under penalty of perjury by the broker. Second, the broker's price opinion mentions only one sale price for an allegedly comparable property; according to the broker's price opinion, that property was sold for \$1,500,000 on August 30, 2022, i.e., more than six months prior to the Debtor's filing of his chapter 13 petition. Because there is insufficient evidence in support of the purported value of the Property, the Debtor cannot "rescind and remove" the lien.

B. The Objection to the Gulf Harbour Secured Claim

11 U.S.C. § 502(a) provides that a proof of claim is deemed allowed, unless a party in interest objects. Fed. R. Bankr. P. 3001(f) provides that a proof of claim executed and filed in accordance with the rules constitutes *prima facie* evidence of the validity and amount of the claim. *See also* Local Bankruptcy Rule 3007-1(c) ("an objection to claim must be supported by admissible evidence sufficient to overcome the evidentiary effect of a properly documented proof of claim").

"To defeat the claim, the objector must come forward with sufficient evidence and show facts tending to defeat the claim by probative force equal to that of the allegations of the proofs of claim themselves." *Lundell v. Anchor Const. Specialists*,

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Inc., 223 F.3d 1035, 1039 (9th Cir. 2000) (internal citation omitted). "If the objector produces sufficient evidence to negate one or more of the sworn facts in the proof of claim, the burden reverts to the claimant to prove the validity of the claim by a preponderance of the evidence. The ultimate burden of persuasion remains at all times upon the claimant." *Id.* (internal citations omitted); *In re Laptops Etc. Corp.*, 164 B.R. 506, 522 (Bankr. D. Md. 1993) (burden shifts to claimant, who has ultimate burden of persuasion as to validity of its claim, only "upon objection to the claim coupled with the admission of probative evidence which tends to sufficiently rebut the prima facie validity of the claim").

The Debtor bears the initial burden of overcoming the presumption of validity of the proof of claim filed by SLS regarding the Gulf Harbour Secured Claim. In support of the Objection, the Debtor contends that the debt underlying the NCB Note was discharged in his chapter 7 case. However, the Debtor's receipt of a discharge does not eliminate liens against real or personal property; it merely eliminates his personal liability to repay such debt.

Pursuant to the provisions in the Lease, despite any termination of the Lease arising from the Debtor's default, it appears that Gulf Harbour retains a lien against the leasehold and the ability to transfer the encumbered leasehold interest to another licensee. Exhibit E to Barrett Decl. Furthermore, the Debtor has not provided any convincing evidence of the termination of the lien held by Gulf Harbour.

In addition, the Debtor has not provided sufficient evidence regarding the fair market value of the Property and that the debt arising from the NCB Note is wholly unsecured. Lastly, if the leasehold has been terminated as a result of the Debtor's lease defaults, the Debtor would not have sufficient interest in the Property to avoid the lien securing the NCB Note.

Because the Debtor has not provided admissible evidence sufficient to overcome the presumption as to the validity of the Gulf Harbour Secured Claim, as supported by the proof of claim and attached documents filed by SLS, the Court will overrule the Objection.

III. CONCLUSION

**United States Bankruptcy Court
Central District of California
San Fernando Valley
Victoria Kaufman, Presiding
Courtroom 301 Calendar**

Tuesday, September 12, 2023

Hearing Room 301

11:00 AM

CONT... Richard Barrett

Chapter 13

In light of the foregoing, the Court will deny the Motion and overrule the Objection.

SLS must submit an order within seven (7) days.

Party Information

Debtor(s):

Richard Barrett

Represented By
Robert S Altagen

Trustee(s):

Elizabeth (SV) F Rojas (TR)

Pro Se

**United States Bankruptcy Court
Central District of California
San Fernando Valley
Victoria Kaufman, Presiding
Courtroom 301 Calendar**

Tuesday, September 12, 2023

Hearing Room 301

11:00 AM

1:23-10289 Richard Barrett

Chapter 13

#52.00 Debtor's Motion for an Order to Rescind and Remove the Lien Held by
Gulf Harbour Investments Corporation c/o: Specialized Loan Servicing LLC
From Title on Debtor's Property

fr. 7/11/23

Docket 35

Tentative Ruling:

See cal. no. 51.

Party Information

Debtor(s):

Richard Barrett

Represented By
Robert S Altagen

Trustee(s):

Elizabeth (SV) F Rojas (TR)

Pro Se

**United States Bankruptcy Court
Central District of California
San Fernando Valley
Victoria Kaufman, Presiding
Courtroom 301 Calendar**

Tuesday, September 12, 2023

Hearing Room 301

11:00 AM

1:23-10858 Shahriar Azari

Chapter 13

#53.00 Motion to Dismiss Bankruptcy Case Pursuant to 11 USC §1307

Docket 14

Tentative Ruling:

The Court will set an evidentiary hearing regarding the motion to dismiss.

The Court anticipates that the following individuals will provide direct testimony and be subject to cross examination at the evidentiary hearing: Shahriar Azari, Ken K. Sowlati and Armenouhi A. Abcarian.

The parties should be prepared to discuss the availability of counsel, the debtor, Ms. Abcarian and Mr. Sowlati to appear at such an evidentiary hearing during the week of October 23, 2023, **excluding** the afternoon of October 26, 2023.

Party Information

Debtor(s):

Shahriar Azari

Represented By
Nathan A Berneman

Movant(s):

Peace Consulting and Investment

Represented By
Stella A Havkin

Trustee(s):

Elizabeth (SV) F Rojas (TR)

Pro Se